

[Submitting Counsel below]

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

IN RE: UBER TECHNOLOGIES, INC.  
PASSENGER SEXUAL ASSAULT  
LITIGATION

**MDL No. 3084 CRB**

**[PROPOSED] ORDER GOVERNING THE  
PRODUCTION OF ELECTRONICALLY  
STORED INFORMATION AND HARD  
COPY DOCUMENTS**

This Document Relates to:  
ALL ACTIONS

**1. PURPOSE**

This Order Governing the Production of Electronically Stored Information and Hard Copy Documents (“ESI Order”) will govern discovery of electronically stored information and any hard copy documents in this Litigation as a supplement to the Federal Rules of Civil Procedure and this District’s Guidelines for the Discovery of Electronically Stored Information (“ESI Guidelines”<sup>1</sup> and Checklist for Rule 26(f) Meet and Confer Regarding Electronically Stored Information (“ESI Checklist”)<sup>2</sup>, and any other applicable orders and rules. Nothing in this Order is intended to expand or limit the obligations of a party or non-party as otherwise required by law. “This Litigation” includes all actions currently in IN RE: UBER TECHNOLOGIES, INC. PASSENGER SEXUAL ASSAULT LITIGATION, or hereafter added or transferred to MDL No. 3084, and all

<sup>1</sup> [https://www.cand.uscourts.gov/filelibrary/1117/ESI\\_Guidelines-12-1-2015.pdf](https://www.cand.uscourts.gov/filelibrary/1117/ESI_Guidelines-12-1-2015.pdf).

<sup>2</sup> <https://www.casd.uscourts.gov/judges/leshner/docs/Electronically%20Stored%20Information%20Checklist.pdf>

1 actions later remanded to their respective transferor courts.

2 **2. DEFINITIONS**

3 a) “And” and “or” shall be construed conjunctively or disjunctively as necessary to  
4 make their use inclusive rather than exclusive, e.g., “and” shall be construed to mean “and/or.”

5 b) “Defendant” or “Defendants” means the named defendants in the above-captioned  
6 matter, as well as any later added defendants. “Uber Defendants” means Uber Technologies, Inc.,  
7 Rasier, LLC, and Rasier-CA, LLC.

8 c) “Document” is defined to be synonymous in meaning and equal in scope to the  
9 usage of this term in Rules 26 and 34 of the Federal Rules of Civil Procedure and shall include  
10 Hard-Copy Documents and ESI.

11 d) “Electronically stored information” or “ESI,” as used herein has the same meaning  
12 as in Federal Rules of Civil Procedure 26 and 34. For avoidance of doubt, ESI includes  
13 Documents existing in electronic form at the time of collection, including but not limited to: email  
14 messages (including all active messages and archived or otherwise stored messages), other  
15 electronic messaging platforms (such as instant messaging, chat messaging, app-based messaging,  
16 Slack messaging, and collaboration tool messaging), calendar items, address book entries,  
17 voicemails, recorded phone calls, memoranda, letters, reports, presentations, spreadsheets,  
18 databases, charts, handwritten notes, and any storage media.

19 e) “Hard-Copy Document” means Documents existing in paper form at the time of  
20 collection.

21 f) “Native Format” means and refers to the format of ESI in which it was generated  
22 and/or as used by the producing party in the usual course of its business and in its regularly  
23 conducted activities.

24 g) “Metadata” means: (i) structured, i.e., fielded, information embedded in a native  
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1 file which describes, inter alia, the characteristics, origins, usage, and/or validity of the electronic  
2 file; (ii) information generated automatically by the operation of a computer or other information  
3 technology system when a native file is created, modified, transmitted, deleted, or otherwise  
4 manipulated by a user of such system, (iii) information, such as Bates numbers, created during the  
5 course of processing documents or ESI for production, and (iv) information collected during the  
6 course of collecting documents or ESI, such as the name of the media device, or the custodian or  
7 non-custodial data source from which it was collected.

8 h) “Attachment(s)” shall be interpreted broadly and includes, e.g., traditional email  
9 attachments and documents embedded in other documents (e.g., Excel files embedded in  
10 PowerPoint files) as well as modern attachments, pointers, internal or non-public documents  
11 linked, hyperlinked, stubbed or otherwise pointed to within or as part of other ESI (including but  
12 not limited to email, messages, comments or posts, or other documents). This definition does not  
13 obligate Uber to produce the contemporaneous version of Google Drive documents referenced by  
14 URL or hyperlinks if no existing technology makes it feasible to do so.

15 i) “Party” or “Parties” means any person, business organization, or legal entity that is  
16 a named plaintiff or defendant in any filed case consolidated under this MDL.

17 j) “Non-Party” or “Non-Parties” means any person, business, organization, or legal  
18 entity that is not a named plaintiff or defendant in any filed case consolidated under this MDL.

19 k) “Requesting Party” means the Party requesting the production of Documents.

20 l) “Producing Party” means the Party that may be producing Documents in  
21 response to a request by the Requesting Party.

22 m) “Protective Order” means the Protective Order issued by the Court in MDL No.  
23 3084, and filed on the docket 3:23-md-03084-CRB at ECF No. 176.

24 n) “Searchable Text” means the native text extracted from an Electronic Document  
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1 and any Optical Character Recognition text (“OCR text”) generated from a Hard-Copy Document  
2 or electronic image.

3 o) “Media” means an object or device, real or virtual, including but not limited to a  
4 disc, tape, computer, or other device on which data is or was stored.

5 p) “Optical Character Recognition” or “OCR” means the process of recognizing, and  
6 creating a file containing, visible text within an image.

7 q) “Load File(s)” means electronic files provided with a production set of documents  
8 and images used to load that production set into a receiving party’s document review platform and  
9 correlate its data within that platform.

10 r) “Include” and “Including” shall be construed to mean “include but not be limited  
11 to” and “including, but not limited to.”

12 s) “Plaintiff” refers to the named plaintiffs in the above-captioned matter, as well as  
13 any later added plaintiffs.

14 t) “Parent-child” shall be construed to mean the association between an attachment  
15 and its parent Document in a Document family.

16 u) Any reference to the singular shall also be deemed to refer to the plural, and vice-  
17 versa.

### 18 **3. COOPERATION**

19 The Parties are aware of the importance the Court places on cooperation and commit to  
20 cooperate in good faith throughout this Litigation consistent with this Court’s Guidelines for the  
21 Discovery of ESI and this Court’s Rules of Professional Conduct.

22 Nothing in this Protocol shall be deemed to constitute a waiver of any objections a  
23 Producing Party may have with respect to any discovery demand.

24 Nothing in this Protocol shall be deemed to prevent a Party from seeking the Court’s

1 intervention, pursuant to the Court's Standing Order for discovery disputes, with respect to any  
2 issues that may arise regarding the application of this ESI Order to a Document request issued to a  
3 Producing Party and/or any responses or objections a Producing Party may have with respect to  
4 any such request, if the Parties are unable to resolve any such issues, responses, or objections  
5 without the Court's assistance. Likewise, nothing in this ESI Order shall be deemed to prevent any  
6 other Party from opposing relief sought from the Court.

#### 7 **4. LIAISON**

8 The Parties will identify Discovery Liaisons to each other for purposes of meeting and  
9 conferring on ESI topics. Counsel for Plaintiffs and Uber shall designate their respective ESI  
10 liaisons within 30 days of entry of this order, and thereafter the designation may be updated by  
11 counsel via email with 10 days' notice.

#### 12 **5. PRESERVATION**

13 The Parties' preservation obligations are currently set forth in PTO No. 2. Nothing  
14 contained herein shall be construed to abrogate, minimize, or expand the preservation  
15 requirements described in PTO No. 2 or a later entered order of the Court.

#### 16 **6. INADVERTENT PRODUCTION OF PRIVILEGED MATERIAL**

17 The inadvertent production of information subject to protection by the attorney-client  
18 privilege, the work-product, joint defense, or other similar doctrine, or by another legal privilege  
19 protecting information from discovery, shall be addressed pursuant to Section 11 of the Protective  
20 Order and the Privileged Materials Order issued by the Court and filed on the docket 3:23-md-  
21 03084 at ECF No. 366.

#### 22 **7. IDENTIFICATION OF CUSTODIAL AND NON-CUSTODIAL DOCUMENTS 23 AND ESI**

24 The Parties will disclose a preliminary list of (a) custodians likely to possess potentially  
25

1 relevant information, (b) custodial and non-custodial data sources likely to contain potentially  
2 relevant Documents and ESI, and (c) third parties likely to possess potentially relevant  
3 information in accordance with Fed. R. Civ. P. 26(f), this District's ESI Guidelines, any applicable  
4 Orders entered including PTO No. 5 and participate in Rule 26(f) discussions guided by this  
5 District's ESI Checklist.

6       Once discovery requests have been propounded under Fed. R. Civ. P. 34, the parties will  
7 further meet and confer regarding those custodians and custodial and non-custodial data sources  
8 from which Documents and ESI will be collected for review for potential production in this  
9 litigation.

10       The custodian and data source exchanges will include brief explanations of the rationale  
11 for their selections; for example, for custodians, their current job titles, dates of employment, and  
12 descriptions of their work, and for data sources, location information and description.

13       As stated in PTO No. 2, sources of ESI may include, without limitation, for both corporate  
14 and personal accounts: (1) email systems; (2) mobile device data; (3) text and messaging  
15 applications (e.g., iMessage, WhatsApp, Facebook Messenger, SnapChat, WeChat, Signal, Wickr,  
16 Telegram, uChat, and HipChat); (4) Workplace collaboration tools and chat applications (i.e.,  
17 Slack and Microsoft Teams); (5) social media accounts; (6) unstructured data (e.g., documents  
18 created by commonly used Microsoft Office programs and Google programs); (7) structured data  
19 (e.g., information stored in structured databases like Salesforce and Basecamp); (8) wearable  
20 devices (e.g., data from watches or tags); (9) backup media (e.g., data from tapes, discs, or cloud  
21 accounts); (10) external storage media (e.g., portable hard drives or flash drives); (11) voicemail  
22 systems; and (12) video surveillance systems.

1 The Parties agree that if the Producing Party determines a source is not “reasonably  
 2 accessible” pursuant to Fed. R. Civ. P. 26(b) during the search and collection process it will  
 3 provide sufficient information regarding the accessibility of the source to enable the Parties to  
 4 confer in good faith within seven (7) days of this determination about whether such source or  
 5 Document will be produced or methods by which the information can be produced. If the Parties  
 6 disagree as to the accessibility of the source after a good faith meet and confer, the Party seeking  
 7 discovery from the source may submit the issue to the Court or its designee in accordance with the  
 8 Court’s procedures. The Parties agree to take any unresolved disputes on same promptly to the  
 9 Court or its designee.

#### 10 **8. SEARCH QUERIES AND METHODOLOGIES**

11 Pursuant to Fed. R. Civ. P. 26(f), and the ESI Guidelines, the Parties will meet and confer,  
 12 as appropriate, to discuss certain aspects of the discovery process, for example, the number of  
 13 custodians, the identity of those custodians, keywords to be used as part of culling files, collection  
 14 from non-custodial files, file types, date ranges, validation procedures and random sampling,  
 15 technology assisted review (“TAR”) or other appropriate advanced technology. This process will  
 16 be iterative. For the avoidance of doubt, Plaintiffs will disclose to Defendants their processes for  
 17 preservation and collection of documents, including the sources from which such documents will  
 18 be collected, and the parameters for search and review of documents. Plaintiffs will meet and  
 19 confer with Defendants about these issues.

##### 20 a) Use of TAR by the Uber Defendants.

##### 21 1. Overview.

22 As part of document review, the Uber Defendants intend to use TAR methodology known  
 23 as TAR 2.0, which utilizes continuous active learning to classify and prioritize documents for  
 24 attorneys to review. Specifically, the Uber Defendants intend to use Relativity Active Learning

1 (“RAL”) on a Relativity Server 12.1.537.3 platform provided by their vendor Lighthouse.  
2 Commonly, a TAR 2.0 methodology begins with ingesting document population into the TAR 2.0  
3 software where the algorithm learns to distinguish relevant from non-relevant documents through  
4 attorney review of documents. The TAR 2.0 algorithm prioritizes the documents in the review  
5 queue from most to least likely to be responsive. Attorney reviewers then review documents the  
6 TAR 2.0 model has prioritized as most likely to be responsive in descending order from most to  
7 least likely to be responsive. As the review continues and reviewers code documents, the TAR 2.0  
8 model continues to learn and prioritize likely responsive documents until a stopping point is  
9 reached and a validation is conducted.

10 2. TAR and Search Terms

11 TAR processing may be ‘stacked’ with the application of search terms. If search terms are  
12 to be applied, the parties shall meet and confer regarding the proposed search terms. The search  
13 terms may be agreed by the parties, or certain search terms may be ordered by the Court if the  
14 parties are unable to reach an agreement.

15 3. Stopping Criteria

- 16 i. Once two or more consecutive review batches sequentially populated by the  
17 highest-ranking uncoded documents remaining in the project in order from  
18 highest to lowest scores and containing a total of at least 1,000 documents  
19 are found to contain 10% or fewer documents marked responsive,  
20 Defendants will pause the review and turn to validation. Defendants may  
21 extend the review past this point if they believe sufficient thoroughness has  
22 not been achieved. Defendants do not intend for the relevant batches to  
23 include index health documents.  
24 ii. The responsiveness rate will be calculated only over documents drawn  
25



directly into the prioritized review queue due to their own predicted relevance score (“primary documents”). It will not include family members of these primary documents, even if said family members are reviewed at the same time as said primary documents.

4. Validation

- i. A Validation Sample consisting of three strata will be drawn from the entire TAR population. 500 documents will be drawn, at random, from documents coded responsive prior to validation; 500 documents will be drawn, at random, from documents coded nonresponsive prior to validation; and 2,000 documents will be drawn, at random, from documents not coded prior to validation (i.e., the null set). This will ensure an estimate of Prevalence with a margin of error no larger than 2.1% at 95% confidence. As for all statistical estimates, the precise margin of error can only be known after the sample is reviewed.
- ii. For the purpose of determining which sampling stratum a document falls in, only the direct coding status of that document will be considered, not any coding it may inherit due membership in a family. For instance, a document coded non-responsive will fall in the non-responsive stratum, even if it is a family member of a document coded as responsive.
- iii. The 3,000 documents will be reviewed *de novo* for responsiveness by Defendants, interleaved in random order, with no indication to the reviewer of their prior coding status.
- iv. Recall and Prevalence will be calculated using the following quantities:
  1. the number of documents in the TAR population that were coded

responsive prior to validation;

2. the number of documents sampled from (1) that are coded

responsive in the *de novo* review;

3. the number of documents in the TAR population that were coded

nonresponsive prior to validation;

4. the number of documents sampled from (3) that are coded

responsive in the *de novo* review;

5. the number of responsive documents in the TAR population that

were not coded prior to validation; and,

6. the number of documents from (5) that are coded responsive in the

*de novo* review.

v. Recall =  $[(1) \div 500 \times (2)] \div [(1) \div 500 \times (2) + (3) \div 500 \times (4) + (5) \div 2000 \times (6)]$

vi. Prevalence =  $[(1) \div 500 \times (2) + (3) \div 500 \times (4) + (5) \div 2000 \times (6)] \div [(1) + (3) + (5)]$

vii. The Uber Defendants will disclose the calculated Recall and Prevalence and the input quantities used to calculate Recall and Prevalence.

viii. Plaintiffs' Designated Reviewers shall have the opportunity to review all non-privileged documents in the Validation Sample, without any knowledge of how any individual documents were coded by the Uber Defendants, in order to perform a blind comparison of the provided Recall and Prevalence estimates.

ix. This review may take place (a) at such location or locations mutually agreed by the Parties, on a date and time to be agreed to by the Parties, or (b) via a secure web-based viewer on a date and time to be agreed to by the Parties.

1 Any documents coded Not Responsive by the Uber Defendants to which  
2 Plaintiffs' Designated Reviewers are provided access as part of this review  
3 are provided for the limited and sole purpose of raising and resolving  
4 disagreements, if any, regarding the coding calls made by the Uber  
5 Defendants. Any such disagreements shall be recorded on a TAR Protocol  
6 Classification Dispute Log (the "Log"), which shall be in a form agreed  
7 upon by the Parties. Once Plaintiffs' Designated Reviewers complete their  
8 review of the Validation Sample, the Parties shall meet and confer to  
9 resolve any differences in coding designation. If resolution cannot be  
10 reached, the issue shall be submitted to the Court for resolution.

- 11 x. If the recall estimate derived from the validation sample is below 80%, or if  
12 the documents designated responsive in the part of the sample drawn from  
13 the null set indicate that the TAR tool's model of Responsiveness was too  
14 limited, e.g., if the responsive documents in the Validation Sample included  
15 novel or significant documents, then Plaintiffs and Defendants will discuss  
16 remedial action to locate an adequate proportion of the remaining relevant  
17 documents in the null set, including but not limited to: continuing reviewing  
18 from the prioritized queue; and training alternative predictive models  
19 focused on the relevant documents found in the elusion test. After  
20 Defendants disclose these metrics, the parties may meet and confer to  
21 discuss questions and issues relating to the TAR process. If the validation  
22 protocol leads to an estimate lower than 80%, or even lower than 70%, this  
23 lower recall estimate does not necessarily indicate that a review is  
24 inadequate. Nor does a recall in the range of 70% to 80% necessarily

1 indicate that a review is adequate; the final determination of the quality of  
2 the review will depend on the quantity and nature of the documents that  
3 were missed by the review process.

4 b) Disclosures

5 1. Once the TAR process is complete in addition to above, Defendants intend  
6 to disclose various metrics regarding the TAR 2.0 methodology utilized, including the following:  
7 (i) the total TAR population, (ii) the total population produced, (iii) the total population not  
8 produced, (iv) the total population not reviewed, (v) the size of the validation set used to verify the  
9 TAR 2.0 results, and (vi) a summary of the validation process. The summary of the validation  
10 process will include the following figures from the Validation Sample: (a) the number of  
11 documents within the sample that were previously coded relevant; (b) the number of documents  
12 within the sample that were previously coded not relevant; (c) the number of unreviewed  
13 documents within the sample. The summary of the validation process will also include the  
14 number of actual responsive documents identified in (a), (b), and (c) during the validation process.  
15 Defendants will also produce all non-privileged responsive documents in the Validation Sample.  
16 After Defendants disclose these metrics, the parties may meet and confer to discuss questions and  
17 issues relating to the TAR process.

18 c) Key Word Search.

19 1. If the Producing Party is identifying responsive ESI, which is not already  
20 known to be responsive, using search terms, the Parties will meet and confer about search terms  
21 in English and any other languages used in the Producing Party's documents. Before  
22 implementing search terms, the Producing Party will disclose information and meet and confer  
23 within seven days of the ESI Protocol being entered, or on a date agreed upon by the parties,  
24 regarding the search platform to be used, a list of search terms in the exact form that they will be  
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1 applied (i.e., as adapted to the operators and syntax of the search platform), significant or  
2 common misspellings of the listed search terms in the collection to be searched, including any  
3 search term variants identifiable through a Relativity dictionary search with the fuzziness level  
4 set to 3, any date filters, or other culling methods. At the same time the Producing Party discloses  
5 the search terms, unless the Receiving Party agrees to waive or delay disclosure, the Producing  
6 Party shall disclose the unique hits, hits with families, and the total number of documents hit.  
7 Within seven days after the Producing Party discloses its list of search terms and related  
8 information, the Receiving Party may propose additional or different search terms or culling  
9 parameters and may propose a limited number of custodians for whom, across their email and  
10 other messages, the Receiving Party requests that no search term pre-culling be used prior to  
11 TAR 2.0. At the same time the Receiving Party discloses its proposals, it may request that the  
12 Producing Party provide hit reports, and the Producing Party must promptly respond with that  
13 information but may also provide other information. The parties must confer within 14 days after  
14 the Receiving Party's proposal to resolve any disputes about the search terms. The parties may  
15 agree to extend this deadline, but no extension may be more than 14 days without leave of the  
16 Court. Use of search terms shall be validated post-review using comparable methodology and  
17 metrics to those set out in Disclosures (a) and (c) above.

18           2.       Nothing in this ESI Order may be construed or interpreted as precluding a  
19 Producing Party from performing a review to determine if documents captured by search terms  
20 are in fact responsive to the Requesting Party's discovery requests. Similarly, nothing in this ESI  
21 Order may be construed or interpreted as precluding a Producing Party from performing, by any  
22 means, a privilege review of documents determined to be responsive. Further, nothing in this ESI  
23 Order requires the production of documents captured by any search term that are not relevant and  
24 responsive to the Requesting Party's request, that are privileged, or that are otherwise protected

1 from disclosure.

2 **9. END-TO-END VALIDATION OF DEFENDANTS' SEARCH METHODOLOGY**  
3 **AND RESULTS**

4 The Parties shall participate in an iterative and cooperative approach in which the Parties  
5 will meet and confer regarding reasonable and appropriate validation procedures and random  
6 sampling of Defendants' Documents (both of relevant and non-relevant sets and of the entire  
7 collection against which search terms were run or TAR or other identification or classification  
8 methodology was used), in order to establish that an appropriate level of end-to-end recall (the  
9 percentage of responsive Documents in the initial collection before any search terms or TAR or  
10 manual review was applied which were classified as responsive after Defendants search, TAR and  
11 review processes) has been achieved and ensure that the Defendants' search, classification and  
12 review methodology was effective and that a reasonable percentage of responsive ESI was  
13 identified as responsively being omitted.

14 **10. UNSEARCHABLE DOCUMENTS**

15 Documents which are reasonably believed to be responsive and for which text-based  
16 search technologies are fundamentally ineffective, such as images, video, certain spreadsheets,  
17 certain hard copy documents, certain documents from noncustodial sources, or certain foreign  
18 language documents where the Parties do not have suitable search terms in such language, must be  
19 reviewed without culling by search terms, predictive coding, or other technologies that rely  
20 primarily on text within the document. Prior to the production of such unsearchable items, the  
21 Producing Party may conduct a page-by-page review for responsiveness, confidentiality, privilege,  
22 and other protections.

23 **11. SYSTEM FILES**

24 Each Party will use its best efforts to filter out common system files and application  
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1 executable files using the national software reference library (“NSRL”) NIST hash set list. The  
2 Parties shall meet and confer on methods for excluding any other non-substantive files and folders  
3 that are reasonably identified as system files and not likely to contain user-created files or content.

## 4 **12. DEDUPLICATION**

5 Each Party shall make reasonable efforts to globally de-duplicate exact duplicate  
6 Documents within the Party’s ESI data set across all custodians at the family level. Documents  
7 should be de-duplicated at the family level using MD5 hash values, or SHA-1 hash values, or the  
8 SourceHash value generated by Google for Google Drive documents, or comparable industry  
9 standard hash algorithm disclosed by such Party. “Exact duplicate” shall mean bit-for-bit identity  
10 of the Document content with exact Hash Value matches. Parties shall disclose the methodology,  
11 e.g., industry standard program (including any variable parameters), being used to calculate the  
12 hash values for individual emails and email families. Any such methodology must ensure that an  
13 email that includes content in the “BCC” or other blind copy field shall not be treated as a  
14 duplicate of any otherwise identical email that does not include content in the “BCC” or other  
15 blind copy field. Emails shall be deduplicated at the family level and standalone documents shall  
16 not be deduplicated against attachments. The names of all custodians and non-custodial sources  
17 who were in possession of a document prior to deduplication will be populated in the “ALL  
18 CUSTODIAN” metadata field, separated by semi-colons, in addition to a separate field of data  
19 identifying the custodian whose Document is produced; such de-duplicated Documents shall be  
20 deemed produced from the custodial files of each such identified custodian for all purposes in this  
21 litigation, including for use at deposition and trial. The original file paths of a Document prior to  
22 deduplication will be populated in the “ALL FILE PATHS” metadata field, separated by  
23 semicolons, in the order corresponding to the order of names in ALL CUSTODIANS. Hard-Copy  
24 Documents shall not be eliminated as duplicates of ESI.

1 **13. NO EMAIL THREADING**

2 No email may be withheld from production because it is included in whole or in part in a  
3 more inclusive email, although Parties may use email threading for their own internal review and  
4 other internal processes.

5 **14. SOURCE CODE**

6 The Parties will meet and confer to address the production and/or inspection of source code  
7 and enter into a separate order governing the same.

8 **15. PRODUCTION FORMATS**

9 The Parties agree to produce documents and data in the formats described in Appendix 1 to  
10 this ESI Order. If particular Documents or categories of Documents identified in response to  
11 document requests warrant a different format, the Parties will cooperate to arrange for the  
12 mutually acceptable production of such documents. The Parties further agree not to degrade the  
13 searchability of Documents as part of the Document production process. Google file types, e.g.,  
14 Google docs, sheets and slides, shall be produced as their Microsoft equivalents, i.e., Google docs  
15 files shall be produced as Microsoft Word files, and Google sheets shall be produced as Microsoft  
16 Excel Files, etc.

17 **16. PHASING**

18 Once the Parties begin propounding discovery requests pursuant to Fed. R. Civ. P. 34,  
19 the Parties agree to meet and confer regarding appropriate phasing for the production of ESI to the  
20 degree efficient and feasible.

21 **17. CLOUD STORED DOCUMENTS**

22 a. Metadata Preserved.

23 Uber shall preserve the metadata relationship between email messages with links to files  
24 on Google Drive to the extent feasible with existing technology. Uber shall preserve and produce



1 (including, if necessary, as custom fields) all metadata collected with respect to all cloud-stored  
2 documents. That includes, but is not limited to, all metadata output by Google Vault when  
3 exporting a matter. Thus, the metadata exported from Google Vault pertaining to each document  
4 shall be preserved and produced as metadata for the same document within the load file of any  
5 production containing any such document.

6 b. Hyperlinked/URL-Referenced Documents.

7 Producing party shall make all reasonable efforts to maintain and preserve the relationship  
8 between any message or email and any cloud-hosted document hyperlinked or referenced within  
9 the message or email. Thus, for instance, where a collected email links to or references by URL a  
10 document on Google Drive (or housed within Google vault,) the metadata for that message or  
11 email shall include the URLs and Google Document ID of all hyperlinked documents.

12 c. Contemporaneous Versions of Hyperlinked/URL-Referenced Documents.

13 Uber shall produce, to the extent feasible on an automated, scalable basis with existing  
14 technology, the contemporaneous document version, i.e., the document version likely present at  
15 the time an email or message was sent, of Google Drive documents referenced by URL or  
16 hyperlinks therein. For hyperlinked Google Workspace data archived using Google Vault, Uber is  
17 not required to produce the contemporaneous document version at the time the email or message  
18 was sent, as this is not possible through an automated process with existing technology. However,  
19 Plaintiffs may identify up to 200 hyperlinks for which they seek the contemporaneous referenced  
20 document even though the email or message has been archived with Google Vault. Uber shall  
21 identify and produce the likely contemporaneous versions that Plaintiffs have requested. The  
22 scope of this production does not exempt Uber from any obligation that it preserve historic  
23 versions or revision history of any document referenced by URL or hyperlink.

**18. PLAINTIFFS' PRODUCTION OF ESI AND CASE SPECIFIC DOCUMENTS**

This provision does not apply to Plaintiff's Fact Sheet (PFS) and/or documents produced with the PFS as they are the subject of a separate Order. The parties shall further agree to confer concerning the production format (e.g., pdfs) and associated matters (e.g., hosting platform to the extent not already negotiated) for Plaintiff specific documents. Any Plaintiffs who are selected to proceed forward towards a trial date will meet and confer with Defendants about the technical aspects of these Plaintiffs' production of non-privileged documents as appropriate during the course of those Plaintiffs' specific Rule 26 formal discovery. This provision shall not limit any Plaintiff's obligation to produce discovery that the Court or Federal Rules of Civil Procedure may require before being selected for trial. Plaintiffs will meet and confer with Defendants about these issues after such formal discovery is propounded. No other provision of the ESI Order will apply to Plaintiffs but for the terms set forth herein. Nothing herein shall limit Defendants' rights to seek discovery from Plaintiffs.

**19. MISCELLANEOUS PROVISIONS**

a) Translations Of Produced Materials. The Producing Party has no obligation to create a translation of the Documents or any portion thereof. For any foreign-language documents responsive to document requests that a Party reasonably knows as the result of a reasonable investigation have been translated into the English language using human translators or through machine translation in the ordinary course of business or for its own purposes, except to the extent such translation is protected by attorney-client or work-product privileges, the Producing Party shall produce the translation of the original document with the original. The Parties will meet and confer as necessary concerning procedures for using translations at depositions and at trial. In the event the Parties cannot reach agreement, the matter may be submitted to the Court for determination.

1           b)     Non-Party Documents. A Party that issues a Non-Party subpoena (“Issuing Party”)  
2 shall include a copy of this Order with the subpoena and state that (1) the subpoenaed Non-Party  
3 should produce Documents in response to the subpoena to all Parties; and (2) the Parties to this  
4 Litigation have requested that Non-Parties produce Documents in accordance with the  
5 specifications set forth herein. If a subpoenaed Non-Party produces Documents to the Issuing  
6 Party but does not produce those Documents to other Parties, the Issuing Party shall produce such  
7 Documents to those other Parties within 14 days of receiving the Documents, except where the  
8 Documents are to be used in a deposition, in which case the Issuing Party shall produce such  
9 Documents to all other Parties no later than three (3) days prior to the deposition, or as soon as  
10 reasonably practicable if such production occurs thereafter. Nothing in this Order is intended or  
11 may be interpreted to narrow, expand, or otherwise affect the rights of the Parties or Third Parties  
12 to object to a subpoena. If a Non-Party production is not Bates-stamped, the Parties will meet and  
13 confer to agree upon a format for designating the documents with a unique Bates Number prefix.

14           c)     Lost, Destroyed, or Irretrievable ESI. If a Producing Party learns that responsive  
15 ESI that once existed was lost, destroyed, or is no longer retrievable as a result of acts or  
16 circumstances not occurring in the ordinary course of business, the Producing Party shall explain  
17 where and when the responsive ESI was last retrievable in its original format and to disclose the  
18 circumstances surrounding the change in status of that responsive ESI, whether that information is  
19 available from other sources, whether any backup or copy of such original responsive ESI exists.

20           d)     Re-productions. Notwithstanding any provisions to the contrary, re-production of  
21 discrete sets of documents from another litigation, arbitration, government inquiry, or other matter  
22 may be re-produced in the same manner and form as originally produced in the other matter,  
23 provided however that a party may, upon reasonable request and for good cause shown, re-  
24 produce documents in a different format. This provision does not waive the right of a party to

1 object to any requests for reproduction of production files from another litigation, arbitration,  
2 government inquiry, or other matter.

3 e) Protective Order. Documents produced by the Parties are subject to the terms of the  
4 Protective Order [Dkt. 176] entered in this Litigation.

5 f) Production Log. With each production of documents, the producing party shall  
6 produce a log that contains the following information: (i) Production volume number; (ii) Date of  
7 the production; (iii) Bates range for the production; (iv) Sources of information from which the  
8 documents are being produced (e.g., names of custodians or noncustodial sources); (v) Other  
9 relevant information about the production (i.e., whether the production is an overlay file for a  
10 previous production). The log should be supplemented with each production such that each  
11 version contains all previous productions on the log along with the new production information.

12 g) Modification. This ESI Order may be modified by a Stipulated Order of the Parties  
13 or by the Court for good cause shown.

14 h) Good Faith. The Parties will act in good faith as required by law and use these  
15 procedures to identify and reduce the potential for disputes.

16 i) Continuing Obligations. The parties will continue to meet and confer regarding  
17 discovery issues as reasonably necessary and appropriate. This Order does not address or resolve  
18 any objections to the Parties' respective discovery requests.

19 j) Reservation of Rights. Nothing in this ESI Order may be construed or interpreted to  
20 waive any objections to the production, discoverability, admissibility, or confidentiality of  
21 documents and ESI, or independently move for an appropriate protective order pursuant to the  
22 Federal Rules of Civil Procedure. Nothing in this Order shall be deemed to be a waiver of any  
23 Party's right to reasonably seek agreement from the other Parties, or a Court ruling, to modify  
24 proposed or previously agreed to search terms, techniques, tools, or any other provision set forth

1 in this Order for good cause.

2  
3 IT IS ORDERED that the forgoing Order is approved.

4 DATED:

5 \_\_\_\_\_  
Hon. Charles R. Breyer

## **APPENDIX 1: PRODUCTION FORMAT**

1. Production Components. Except as otherwise provided below, ESI must be produced in accordance with the following specifications:

- a) an ASCII delimited data file (.DAT) using standard delimiters;
- b) an image load file (.OPT) that can be loaded into commercially acceptable production software (e.g. Concordance);
- c) single page black-and-white TIFF or color JPEG images, or native files with single page placeholder TIFF images, depending on the applicable production format for each type of file;
- d) and document level .TXT files for all documents containing extracted full text or OCR text.
- e) Family relationships (be that email, messaging applications, or otherwise) will be maintained in production. Attachments (as previously defined herein) should be consecutively produced with their parent (in the case of hyperlinked attachments, only one copy of the attachment will be produced with all agreed-upon metadata referencing the attachment to any linked emails). Objects, documents or files embedded in documents, such as OLE embedded objects (embedded MS Office files, etc.), or images, etc., embedded in RTF files, shall be extracted as separate files and treated as attachments to the parent document. Chats from programs like Slack and HipChat should be produced in families by channel or private message.
- f) If a particular document warrants a different production format, the Parties will cooperate in good faith to arrange for a mutually acceptable production format.

2. Production Media and Access Controls. Productions must be encrypted and produced through secure electronic means, such as secure file sharing methods (e.g. FTP), or on CD, DVD,

1 flash drive or external hard drive (“Production Media”). Nothing in this ESI Order will preclude or  
2 impair any and all protections provided the Parties by any Protective Order(s) agreed and entered  
3 into by the Parties. Parties will use best efforts to avoid the unnecessary copying or transmittal of  
4 produced documents. If questions arise, the Parties will meet and confer to ensure security  
5 concerns are addressed prior to the exchange of any documents.

6 3. Data Load Files/Image Load Files. Each TIFF in a production must be referenced in the  
7 corresponding image load file. The total number of documents referenced in a production’s data  
8 load file should match the total number of designated document breaks in the image load file(s) in  
9 the production. The total number of pages referenced in a production’s image load file should  
10 match the total number of TIFF files in the production. The total number of documents in a  
11 production should match the total number of records in the data load file. Load files must not vary  
12 in format or structure within a production, or from one production to another except by agreement  
13 of the Parties.

14 4. Metadata Fields. Defendants shall use methods of collection and processing that preserve  
15 the integrity of document metadata, and of parent-child and family group relationships such as the  
16 association between attachments and parent documents, or between embedded documents and  
17 their parents, or between documents, including, but not limited to, emails (e.g., Outlook, Gmail) or  
18 messaging or communication posts (e.g., Slack, Teams, Google Hangouts, Google Chat), with  
19 document stubs or links or pointers to internal or non-public (e.g., Google Workspace, Zendesk)  
20 documents and those stubbed or internal or non-public documents so linked Documents containing  
21 hidden URLs, e.g., an email containing a link where the text of the link is not the URL (for  
22 example, a link with the displayed text “Please review this article” where the URL of the link, e.g.,  
23 <https://somesite.com/somearticle.html/>” is not itself the display text of the link) should be  
24 processed such that all hidden URLs are included in the extracted text.

1 The metadata fields detailed in Appendix 2 should be produced for each Document to the  
2 extent that such information is available or, in the case of metadata created during processing such  
3 as Bates numbers created at the time of collection and processing, except that if a field contains  
4 privileged information, that privileged information may be redacted and noted in a corresponding  
5 privilege log.

6 5. TIFFs. Unless excepted below, single page, black and white, Group IV TIFFs should be  
7 provided, at least 300 dots per inch (dpi) for all documents. If the receiving party is not satisfied  
8 with the quality of TIFFs for particular images, it may request the producing party to produce  
9 those images in native format. In addition, the Parties shall take reasonable efforts to process word  
10 processing documents (e.g., MS Word) with track changes and/or comments unhidden on the  
11 TIFF image.

12 6. Bates Numbering. All produced ESI must be assigned a unique Bates number that is  
13 sequential within a given document and across the production sets, along with a confidentiality  
14 designation. The producing party will brand all TIFF images in the lower right-hand corner with  
15 its corresponding Bates number, using a consistent font type and size. The Bates number must not  
16 obscure any part of the underlying image. If the placement in the lower right-hand corner will  
17 result in obscuring the underlying image, the Bates number should be placed as near to that  
18 position as possible while preserving the underlying image. Original document orientation should  
19 be maintained (i.e., portrait to portrait and landscape to landscape). Bates numbering should be a  
20 consistent length across the production, contain no special characters, and be numerically  
21 sequential within a given document. The Bates Numbers in the load file must match the  
22 corresponding documents' beginning Bates numbers in the data load file. If a Bates number or set  
23 of Bates numbers is skipped, the skipped number or set of numbers should be noted with a  
24 placeholder. Attachments to documents will be assigned Bates numbers that directly follow the



1 Bates numbers on the documents to which they were attached. In addition, wherever possible,  
2 each image will have its assigned Bates number electronically “burned” onto the image.

3 7. Color. Any ESI that is not an email communication and contains color will be processed as  
4 a JPEG file at 300 DPI. Where the receiving party reasonably suspects that particular email  
5 communications contain color that is necessary to determine the meaning of the communication,  
6 the receiving party may make reasonable and proportionate requests for particular email  
7 communications to be produced in color. The Parties agree to meet and confer regarding such  
8 requests as appropriate. A Party making such a request shall make the request by individual Bates  
9 number(s) and shall limit requests made pursuant to this paragraph to a reasonable number of  
10 documents.

11 8. Text Files. A single text file shall be provided for each document. The text file name shall  
12 be the same as the Bates number of the first page of the document with the document extension  
13 “.txt” suffixed. Files names shall not have any special characters or embedded spaces. Electronic  
14 text must be extracted directly from the native electronic file unless the document requires  
15 redaction and is not a spreadsheet, is an image file, or is any other native electronic file that does  
16 not contain text to extract (*e.g.*, non-searchable PDFs). In these instances, and in the case of  
17 imaged hard-copy documents, a text file shall be created using OCR and shall be produced in lieu  
18 of extracted text. Text shall be provided in UTF-8 format. Extracted text shall be generated with  
19 commercially acceptable technology set to include all comments, revisions, tracked changes,  
20 speaker’s notes and text from documents with comments or tracked changes, and hidden and very  
21 hidden worksheets, slides, columns and rows as well as all URLs. When possible, the text of  
22 native files should be extracted directly from the native file. Parties will use their best efforts to  
23 OCR foreign language documents using the appropriate setting for those languages, although that  
24 may require additional process. Text files will not contain the redacted portions of the documents.

1 A commercially acceptable technology for optical character recognition (“OCR”) should be used  
2 with the highest quality setting during processing for all scanned, hard copy documents, and for  
3 documents with redactions other than Excel files and other spreadsheets which shall be redacted in  
4 native format. Text extracted from emails should include the following header information where  
5 available: (1) the individuals to whom the communication was directed (“To”), (2) the author of  
6 the email communication (“From”), (3) who was copied and blind copied on such email (“CC”  
7 and “BCC”), (4) the subject line of the email (“RE” or “Subject”), and (5) the date and time of the  
8 email. Text extracted from emails and other documents should also be generated with  
9 commercially acceptable technology set to include the text of any URLs or links, e.g., if an email  
10 contains a link like “Please review these rules” where “these rules” is a URL to a destination such  
11 as “https://www.cand.uscourts.gov/notices/newnotice- proposed-modifications-to-civil-local-  
12 rules/”, then the extracted text must include the URL as well as the linked text “these rules.”

13 9. Native files. All spreadsheet files (e.g., Microsoft Excel or Google Sheets), as well audio  
14 and video files, shall be produced as native files with TIFF placeholder images. Spreadsheet files  
15 requiring redaction, including Microsoft Excel files, will be redacted within the native file, and the  
16 redacted native file will be produced as provided herein. Moreover, to the extent a spreadsheet file  
17 is a Google Sheet, this will be provided in a Microsoft Excel format. To the extent that they are  
18 produced in this Litigation, audio, video, and multi-media files will be produced in native format.  
19 The Parties will meet and confer on the production of other file types, such as proprietary files,  
20 etc. Native files will be produced with a link in the NATIVEFILEPATH field, along with  
21 extracted text (where extracted text is available) and applicable metadata fields set forth in  
22 Appendix 2. A Bates numbered TIFF placeholder indicating that the document was provided in  
23 native format must accompany every native file. Where redaction makes production of native-  
24 format files other than spreadsheets or presentations infeasible, the Parties will confer to determine

1 a reasonably usable form for the production, but spreadsheets shall presumptively be redacted in  
2 native, and presentations presumptively redacted in image form, in these cases without the need  
3 for further conferring.

4 10. Production Format for Hard Copy Documents. In scanning paper documents, documents  
5 are to be produced as they are kept. For documents found in folders or other containers with  
6 labels, tabs, or other identifying information, such labels and tabs shall be scanned where  
7 practicable. Pages with Post-It notes shall be scanned both with and without the Post-it, with the  
8 image of the page with the Post-it preceding the image of the page without the Post-It. Hard copy  
9 documents will be made text searchable. The producing party will use best efforts to unitize  
10 documents (*i.e.*, distinct documents should not be merged into a single record, and a single  
11 document should not be split into multiple records), and maintain document relationships, *i.e.*,  
12 attachment status. Original document orientation (*i.e.*, portrait v. landscape) should be maintained.

13 11. Confidentiality Designation. All images will be stamped with the appropriate  
14 confidentiality designations in accordance with the Protective Order entered in this Litigation.  
15 Each document produced in native format will have its confidentiality designation identified in the  
16 filename of the native file and indicated on its corresponding TIFF placeholder.

17 12. Databases and Other Data Sources. The Parties shall meet and confer regarding the  
18 production and format and scope of relevant structured data or aggregated or threaded data source  
19 or otherwise maintained by an application (e.g., Microsoft Teams, Slack, Microsoft Access,  
20 SharePoint, Oracle, Salesforce, ACT!, or any other messaging or proprietary databases or services)  
21 in order to ensure that any information produced is reasonably usable by the Receiving Party and  
22 that its production does not impose an undue burden on the Producing Party. The Parties will  
23 cooperate in the exchange of sufficient information concerning such databases to facilitate  
24 discussions on the production of responsive information, including available data fields/objects

1 and schema. To the extent a Party is constrained from producing responsive ESI because of a  
2 third-party license or because software necessary to view the ESI is hardware dependent, the  
3 Parties shall meet and confer to minimize any expense or burden associated with the production of  
4 such documents in an acceptable format, including issues as may arise with respect to obtaining  
5 access to any such software and operating manuals.

6 13. Embedded Objects. OLE embedded objects (embedded MS Office files, etc.) shall be  
7 extracted as separate files and treated as attachments to the parent document. Images embedded in  
8 emails shall not be produced separately. Parties agree non-substantive embedded objects,  
9 including, but not limited to, logos, icons, emoticons, and footers need not be produced as separate  
10 documents by a Producing Party (i.e., such embedded objects will be produced within the  
11 document itself, rather than as separate documents). Embedded files, except for images and non-  
12 substantive embedded objects (including but not limited to, logos, icons, emoticons), are to be  
13 produced as family groups. Embedded files should be assigned Bates numbers that directly follow  
14 the Bates numbers on the documents within which they are embedded.

15 14. Production of Family Groups and Relationships. If any member of a family group is  
16 produced, all members of that group must also be produced or else logged as privileged, and no  
17 such member shall be withheld from production as a duplicate.

18 15. Dynamic Fields. Documents with dynamic fields for file names, dates, and times will be  
19 imaged to show the field code (e.g., “[FILENAME]”) where possible, rather than the values for  
20 such fields existing at the time the file is processed.

21 16. Time Zone. All provided metadata pertaining to dates and times will be standardized to  
22 UTC.

23 17. Redactions. Other than as permitted by this Order or the Protective Order entered in this  
24 Action, no redactions for relevance may be made within a produced document or ESI item. The  
25

1 Parties agree to meet and confer on a case-by-case basis if a Party believes there is a good faith  
2 basis to permit limited redaction by agreement of the Parties of highly sensitive, non-relevant  
3 information within a Document that contains other relevant information. Any redactions shall be  
4 clearly indicated on the face of the document, with each redacted portion of the document stating  
5 that it has been redacted and the type of the redaction, and a metadata field shall indicate that the  
6 document contains redactions and the type of the redaction (e.g., “Privacy” or “Privilege”). Where  
7 a responsive document contains both redacted and non-redacted content, the Parties shall produce  
8 the non-redacted portions of the document and the OCR text corresponding to the non-redacted  
9 portions.

10 18. Spreadsheets. Spreadsheet files requiring redaction, including without limitation Microsoft  
11 Excel files, will be redacted and produced natively.

12 19. Other Documents. All images of redacted native files shall be processed to show and  
13 reveal all comments, revision marks, speaker notes, or other user-entered data which are visible in  
14 any view of the exported document. Where possible, any occurrences of date/time auto-field  
15 items, including in headers and footers, will be removed and replaced with the term AUTODATE  
16 to prevent the current date from being printed. Email header information (e.g. date, subject line,  
17 etc.) should not be redacted unless it is independently privileged. The production of a document in  
18 a redacted form does not affect the Parties’ obligation to timely assert and substantiate the  
19 assertion of privilege over the content in a privilege log. The Parties shall honor reasonable  
20 requests for the production of particular redacted documents in other formats where the image is  
21 not reasonably usable.

22 20. Color. Redacted versions of Documents that would have been produced in color in their  
23 un-redacted form shall be produced in color as detailed herein.

24 21. Exception Files. The Parties will use reasonable efforts and standard industry practices to  
25

1 address Documents that present imaging or form production problems (including encrypted and/or  
2 protected files identified during the processing of ESI) (“Exception Files”). The Parties will meet  
3 and confer regarding procedures that will be used to identify, access, and process Exception Files.  
4 In the event that the Parties cannot reach agreement on the handling of Exception Files through the  
5 meet and confer process, the matter may be submitted to the Court for determination.

6 22. Mobile and Handheld Device Documents and Data. If responsive and unique data that can  
7 reasonably be extracted and produced in the formats described herein is identified on a mobile or  
8 handheld device, that data shall be produced in accordance with the generic provisions of this  
9 protocol. To the extent that responsive data identified on a mobile or handheld device is not  
10 susceptible to normal production protocols, the Parties will meet and confer to address the  
11 identification, production, and production format of any responsive documents and data contained  
12 on any mobile or handheld device.

13 23. Parent-child relationships. If responsive, Parent-child relationships that have been  
14 maintained in the ordinary course of business shall be preserved for both ESI and hard copy  
15 Documents. For example, for electronic production of a hard copy folder with Documents  
16 contained in the folder, the cover/title of the folder shall be produced first, with all contents of the  
17 folder in sequential Document order behind the containing folder. For email families, the parent-  
18 child relationships (the association between emails and attachments) should be preserved, i.e.,  
19 email attachments should be consecutively produced with the parent email record (in the case of  
20 hyperlinked attachments, only one copy of the attachment will be produced with all agreed-upon  
21 metadata referencing the attachment to any linked emails).

22 24. Encrypted or Password-Protected ESI. For any ESI that is produced in encrypted format or  
23 is password-protected, the producing party will provide the propounding party a means to gain  
24 access to those native files (for example, by supplying passwords).

**APPENDIX 2 – METADATA FIELDS**

Field	Definition	Doc Type
ALLCUSTODIAN	Name(s) of person(s) or other data source (non-human) from where documents/files are produced. <i>Where redundant names occur, individuals should be distinguished by an initial which is kept constant throughout productions (e.g., Smith, John A. and Smith, John B.)</i>	All
BEGBATES	Beginning Bates Number (production number)	All
ENDBATES	Ending Bates Number (production number)	All
PGCOUNT	Number of pages in the document	All
FILESIZE	File Size	All
APPLICAT	Commonly associated application for the specified file type.	All
FILEPATH	Original file/path of the location where the item was located at the time of collection, where applicable. This should include location, and, for e-documents and e-attachments, file name, and file extension. Folder names and path should be included, and, for emails and attachments collected from a container such as a .pst, the full folder path within the container. Any container names should be included in the path.	E-document, Email, excluding cloud-based documents. Equivalent fields are included in the Google Drive & Linked Documents & Google Mail section below.
FILENAME	Original file name at the point of collection	E-Document.

Field	Definition	Doc Type
NATIVEFILELINK	For documents provided in native format only	All
TEXTPATH	File path for OCR or Extracted Text files	All
LINKBEGBATES	One-to-many field used to identify the beginning Bates value for any Google Drive linked documents referenced within a given Gmail document	Gmail documents containing linked Google Drive documents
LINKSOURCEBEGBATES	One-to-many field used to identify the beginning Bates value for any source Gmail documents linking to a given Google Drive document	Google Drive documents linked to Gmail documents
MSGID	Email system identifier assigned by the host email system. This value is extracted from parent message during processing	E-mail
FROM	Sender	E-mail
TO	Recipient	E-mail
CC	Additional Recipients	E-mail
BCC	Blind Additional Recipients	E-mail
SUBJECT	Subject line of e-mail	E-mail
PARENTMSGID	Where the item is an email which is a REPLY or FORWARD, the ConversationID of the original email which was REPLIED to or FORWARDED	E-mail
CONVERSATIONID	Email thread identifier	E-mail
ATTACHBATES	Bates number from the first page of each attachment	E-mail
BEGATTACH	First Bates number of family range (i.e. Bates number of the first page of the parent e-mail or document)	E-mail, E-Documents



Field	Definition	Doc Type
ENDATTACH	Last Bates number of family range (i.e. Bates number of the last page of the last attachment or, if no attachments, the document itself)	E-mail, E-documents
ATTACHCOUNT	Number of attachments to an e-mail	E-mail
ATTACHNAMES	Names of each individual Attachment, separated by semi-colons	E-mail, E-documents
DATESENT (mm/dd/yyyy hh:mm:ss AM)	Date Sent	E-mail
DATERCVD (mm/dd/yyyy hh:mm:ss AM)	Date Received	E-mail
SORTDATE (mm/dd/yyyy hh:mm:ss AM)	Date of the parent e-mail or document	E-mail and documents
HASHVALUE	MD5 hash value	All
TITLE	Internal document property	E-document
AUTHOR	Internal document property	E-document
DATECRTD (mm/dd/yyyy hh:mm:ss AM)	Creation Date	E-document
LAST MODIFIED BY	Last person who modified (saved) a document	E-document
LASTMODD (mm/dd/yyyy hh:mm:ss AM)	Last Modified Date	E-document
HiddenContent	Denotes if file contains hidden content. Format: Yes/No value.	Loose files and attachments.

Field	Definition	Doc Type
DocumentType	Descriptor for the type of document: <b>“E-document”</b> for electronic documents not attached to e-mails; <b>“E-mail”</b> for all e-mails; <b>“E-attachment”</b> for files that were attachments to e-mails; <b>“Physical”</b> for hard copy physical documents that have been scanned and converted to an electronic image; and “Messaging Application” for all Messages related to Messaging Applications e.g., Slack, HipChat, uChat, WhatsApp, Google Chat, and GroupMe.	All
Importance	High Importance - indicates Priority E-mail message.	E-mail
Redacted	Descriptor for documents that have been redacted. “Yes” for redacted documents; “No” for un-redacted documents.	All
ProdVol	Name of media that data was produced on.	All
Confidentiality	Confidentiality level if assigned pursuant to any applicable Protective Order or stipulation.	All
Other Custodians	Custodians of all duplicate documents. Multiple values separated by semi-colons.	

Field	Definition	Doc Type
Duplicate Filepaths	Original file/path of the locations where the unproduced duplicate items were located at the time of collection. This should include location, and, for e-documents and e-attachments, file name, and file extension. Folder names and path should be included, and, for emails and attachments collected from a container such as a .pst, the full folder path within the container. Any container names should be included in the path. Multiple values should be separated by semi-colons.	E-Document
LINKGOOGLEDRIVEDOCUMENTIDS	One-to-many field containing the Google DocumentIDs for any Google Drive linked documents referenced within a given Gmail document.	Gmail documents containing linked Google Drive documents

Field	Definition	Doc Type
THREADID	ThreadID for non-email threaded communications	Non-email threaded communications

#### Google Drive & Linked Documents & Google Mail

Field	Definition	Doc Type
DocID	Document ID obtained from Google Vault metadata at time of document collection.	Google Drive & Linked Documents
#Author	The email address of the person who owns the file in Drive. For a shared drive file, it shows the shared drive name.	Google Drive & Linked Documents
Collaborators	The accounts and groups that have direct permission to edit the file or add comments and users with indirect access to the file.	Google Drive & Linked Documents

Viewers	The accounts and groups that have direct permission to view the file and users with indirect access to the file.	Google Drive & Linked Documents
#DateCreated	The date a Google file was created in Drive. For non-Google files, usually the date the file was uploaded to Drive.	Google Drive & Linked Documents
#Date Modified	The date the file was last modified.	Google Drive & Linked Documents
#Title	The filename as maintained in the Google Drive and which was originally assigned.	Google Drive & Linked Documents
Filename	The file name that correlates to the metadata with the file in the export ZIP file.	Google Drive & Linked Documents
FileSize	The size of the file in bytes.	Google Drive & Linked Documents
Hash	The MD5 hash of the file.	Google Drive & Linked Documents
SlideRecording	Metadata about recordings.	Google Drive & Linked Documents

ClientSideEncrypted	Indicates whether the file was encrypted in the Google Workspace using client-side encryption.	Google Drive & Linked Documents
DocumentType	The file type for Google files.	Google Drive & Linked Documents
SharedDriveID	The identifier of the shared drive that contains the file	Google Drive & Linked Documents
DocParentID	Unique identifier for page the site is a part of.	Google Drive & Linked Documents
SiteTitle	The name of the Sites page.	Google Drive & Linked Documents
Other	Includes users for whom Vault could not determine permission levels at the time of export.	Google Drive & Linked Documents
SourceHash	A unique hash value for each version of a file.	Google Drive & Linked Documents
DocumentType	The file type for Google files.	Google Drive & Linked Documents

PublishedURL	Metadata included with Google Drive exports for sites, including the address of the published page.	Google Drive & Linked Documents
SiteTitle	Metadata included with Google Drive exports for sites, including the name of the page.	Google Drive & Linked Documents
LabelName	Google Drive labels and fields.	Google Drive & Linked Documents
Account	The email address of the collected email account associated with the single custodian whose data survives the de-duplication process.	Google Emails & Chat (Messages)
GmailMessageId	A unique message ID used to manage specific messages with the Gmail API.	Google Emails & Chat (Messages)
Labels	Labels applied to the message by Gmail or the user.	Google Emails & Chat (Messages)
DriveUrl	Published URL corresponding to the Google Drive document.	Google Emails & Chat (Messages)
#DateFirstMessageSent	The timestamp for when the first message in a conversation was sent	Google Emails & Chat (Messages)

#DateLastMessageReceived	The timestamp for when the last message in a conversation was received.	Google Emails & Chat (Messages)
#DateFirstMessageReceived	The timestamp for when the first message in a conversation was received.	Google Emails & Chat (Messages)
#DateLastMessageReceived	The timestamp for when the last message in a conversation was received.	Google Emails & Chat (Messages)
RoomID	The space, group chat, or DM identifier that the message belongs to.	Google Emails & Chat (Messages)
Participants	The email addresses of all users who participated in the conversation.	Google Emails & Chat (Messages)
RoomName	The value of the space, Group Chat, list of accounts that participated.	Google Emails & Chat (Messages)
ConversationType	The message type.	Google Emails & Chat (Messages)
ParticipantPhoneNumbers	The phone numbers of the participants.	Google Voice



OwnerPhoneNumbers	The value includes multiple phone numbers when the user's number changed.	Google Voice
MissingGoogleDriveAttachments	This field will include the URL for each Google Drive document(s) referenced by link(s) within the Google Email, which linked document(s) was/were not produced with metadata link(s) to the Google Email document.	Google Emails, which contain links to Google Drive documents.
Non-Contemporaneous	In the event a Google Email has any link(s) to Google Drive documents that are dated later than the sent date of the Google Email document, a "Y" will be provided; "N" otherwise.	Google Emails